

1 **(September 8, 1997)**
2 **Relations With Railroad**

3 Railroad Company, as used in the following specifications, shall be the railroad
4 company or companies, or railway company or companies specified in these
5 Special Provisions. The following provisions, though referring to a single Railroad
6 Company, shall be applicable to each of the following railroad companies or
7 railway companies:

8
9 *** \$\$1\$\$ ***

10
11 **Protection of Railroad Property**

12 The Contractor shall exercise care in all operations and shall, at the
13 Contractor's expense, adequately protect the property of the Railroad
14 Company and its appurtenances, property in its custody, or persons lawfully
15 upon its right of way, from damage, destruction, interference or injury and
16 shall prosecute the work to not interfere with the Railroad Company or its
17 appurtenances, or any of the Railroad Company's trains or facilities, and shall
18 complete the work to a condition that shall not interfere with or menace the
19 integrity or safe and successful operations of the Railroad Company or its
20 appurtenances, or any of the Railroad Company's trains or facilities.

21
22 The Contractor shall not transport equipment, machinery, or materials across
23 the Railroad Company's tracks, except at a public crossing, without the
24 written consent of the Railroad Company.

25
26 The Contractor shall keep the ditches of the Railroad Company open and
27 clean from any deposits, and keep the right of way clean from debris, and
28 shall clean and restore ballast of the Railroad Company which is disturbed or
29 becomes fouled with dirt or materials when such deposits or damage result
30 from the operations of the Contractor, except as provided elsewhere.

31
32 The Contractor's work shall be conducted in such a manner that there will be
33 a minimum of interference with the operation of railroad traffic. The Railroad
34 Company will specify what periods will be allowed the Contractor for
35 executing any part of the work in which the Railroad Company's tracks will be
36 obstructed or made unsafe for operation of railroad traffic.

37
38 With respect to the Contractor's operations, in carrying out the work, the
39 Contractor shall employ such security personnel as may be necessary to
40 prevent obstruction of the railroad track and interference with train
41 movements. Such security personnel shall cooperate with the Railroad
42 Company's flaggers or employees to ensure the safety of train movements.

43
44 In the event that an emergency occurs in connection with the work specified,
45 the Railroad Company reserves the right to do any and all work that may be
46 necessary to maintain railroad traffic. If the emergency is caused by the
47 Contractor, the Contractor shall pay the Railroad Company for the cost of
48 such emergency work.

49
50 When, in the opinion of the Railroad Company, the services of flaggers or
51 security personnel are necessary for the protection of the Railroad

1 Company's facilities by reason of the Contractor's operations, the Railroad
2 Company will furnish such flaggers or security personnel as may be required.
3 The Contractor shall notify the Railroad Company a minimum of 48 hours in
4 advance of whenever the Contractor is about to perform work adjacent to the
5 tracks to enable the Railroad Company to provide flagging or other protective
6 service.

7
8 The Railroad Company's contract is:

9 *** \$\$2\$\$ ***

10 (Name, Address, Phone Number)
11

12 No act of the Railroad Company in supervising or approving any work shall
13 reduce or in any way affect the liability of the Contractor for damages,
14 expense, or cost which may result to the Railroad Company from the
15 construction of this Contract.

16
17 Protective services, including railroad flagging and other devices, may be
18 required by the Railroad Company as a result of the Contractor's operations
19 to protect the Railroad Company's facilities, property, and movement of its
20 trains or engines.

21
22 In addition to flagging, other protective devices, such as crossing signals,
23 indicators, telltales, lights, telephones, etc. may be required. Telltales may
24 be required by the Railroad Company for any proposed restrictions of vertical
25 clearances to less than 6.86 meters. The Railroad Company will install the
26 telltales.

27
28 The nature and extent of protective services, personnel and other measures
29 required will in all cases be determined by the Railroad Company. Nothing in
30 these specifications will limit, in any way the Railroad Company's right to
31 determine and assign the number of personnel, the classes of personnel for
32 protective services, nor other protective measures it deems necessary.

33
34 Unless otherwise provided, all personnel assigned by the Railroad Company,
35 other than those engaged in performing work by the Railroad Company as
36 listed under Construction Work by Railroad Company, will be considered
37 protective personnel.

38
39 In general, the Railroad Company will furnish protective services:

- 40
41 a. For any excavation below the elevation of the track subgrade, if in
42 the opinion of the Railroad Company's representative, the track or
43 other railroad facilities may be subject to settlement or movement.

44
45 For all work over or adjacent to the track, if, in the opinion of the
46 Railroad Company's representative, said work represents a hazard
47 to the Railroad Company.

- 48
49 b. During any clearing, grubbing, grading, or blasting in proximity to
50 the facilities, which in the opinion of the Railroad Company's

1 representative may endanger or interfere with railroad facilities or
2 operations.
3

- 4 c. When any of the Contractor's operations are carried on, within or
5 near railroad right of way and in the opinion of the Railroad
6 Company's representative, could endanger railroad facilities or
7 create a hazard to railroad operations. Communications Linemen or
8 Signalmen may be used to protect communications and signal
9 facilities, if deemed necessary by the Railroad Company.

10
11 There will be no cost to the Contractor for the railroad protective services.
12

13 **Construction Work by Railroad Company**

14 The work by the Railroad Company as described below will be performed by
15 the Railroad Company with its own forces at no cost to the Contractor:
16

17 *** \$\$\$ \$ ***
18

19 All work which is performed by the Railroad Company at the Contractor's
20 request and which is for the Contractor's benefit or convenience shall be at
21 the Contractor's expense and the Contractor shall reimburse the Railroad
22 Company for all costs for such work.
23

24 The Contractor shall cooperate with the Railroad Company and so conduct
25 operations that the necessary reconstruction of its facilities and the removal
26 of existing facilities can be accomplished without interruption of service.
27

28 The operation of the Railroad Company in the reconstruction and removal of
29 its facilities shall not be reason for a claim by the Contractor.
30

31 **Railroad Protective Liability Insurance**

32 The Contractor shall protect the Railroad Company and any other railroad
33 company occupying or using the Railroad Company's rights of way or lines of
34 railroad against all loss and damages arising from activities of the Contractor
35 or the Contractor's forces or any of the Contractor's subcontractors or agents.
36

37 The Contractor shall furnish for each Railroad Company the original and
38 three certified copies of a Railroad Protective Liability Insurance Policy,
39 naming the Railroad Company as the insured and providing for protection to
40 the Railroad Company in the manner and form described in the Railroad
41 Protective Liability Form as set forth below.
42

43 Said insurance shall be executed by a corporation qualified to write insurance
44 in the State of Washington in form and substance satisfactory to the Railroad
45 Company and shall be delivered to the Engineer. The Engineer will submit
46 the insurance to the Railroad Company for its approval. The Contractor shall
47 not enter upon or use the Railroad Company's property until notified by the
48 Engineer of the Railroad Company's approval. The various blank sections of
49 the Railroad Protective Liability Form (one form for each Railroad Company
50 involved), a sample of which is contained in these Special Provisions, shall
51 be completed in the following manner:

Item 1:

\$4\$

Item 3:

The combined single limit of the insurance company's liability under this policy to the insured shall be not less than \$2,000,000 for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence and \$6,000,000 aggregate during the policy period. Said insurance policy executed by a corporation qualified to write the same in the State of Washington, shall be in form and substance satisfactory to the Railroad Company and shall be delivered to and approved by the Railroad Company prior to the entry upon or use of its property by the Contractor.

This limit shall be inserted in the appropriate blank(s).

Item 6:

All work and operations involved in, relating, pertaining or incidental to the improvement of *** \$5\$ *** under contract number (enter number), between the parties designated under items 4 and 5, by *** \$6\$. ***

All other blanks are self-explanatory.

All insurance specified above shall be carried until the physical completion date of the contract as described in Section 1-08.5 except as stated herein.

When all the work involving construction activities within or immediately adjacent to the railroad right of way is completed, the Contractor may make a written request to the Engineer to be relieved of the responsibility to continue all or part of the insurance specified above. If the Engineer deems the portion of the work in that area is complete, the Engineer may approve the Contractor's request. However, if for any reason the Contractor resumes or starts any new work in that area (including being ordered to do so by the Engineer), the insurance shall be reinstated by the Contractor before the work is started. If the insurance must be reinstated because of negligence or acts by the Contractor or failure of the Contractor to perform all the contract requirements, the costs shall be the responsibility of the Contractor. If the insurance must be reinstated because of changes to the contract, the costs will be considered in accordance with Section 1-04.4.

Contractor's Public Liability and Property Damage Insurance

The minimum coverage required during any period the Contractor enters upon Railroad property shall be as follows:

1 The limits of the insurance company's liability under this policy to the
2 insured shall be not less than \$1,000,000 for all damages arising out of
3 bodily injuries to or death of one person, and, subject to that limit for
4 each person, a total of \$2,000,000 for all damages arising out of bodily
5 injuries to or death of two or more persons in any one accident and not
6 less than \$1,000,000 for all damages to or destruction of property in any
7 one accident, and subject to that limit for any one accident, a total limit of
8 \$2,000,000 for all damages to or destruction of property during the policy
9 period.
10
11 A certificate of insurance providing proof of said Contractor's Public Liability
12 and Property Damage Insurance, executed by a corporation qualified to write
13 the same in the State of Washington, in form and substance satisfactory to
14 the Railroad Company, shall be delivered to and approved by the Railroad
15 Company prior to the entry upon or use of the Railroad Company's property
16 by the Contractor.